

The complaint

Mr C has complained about the way American Express Services Europe Limited (“AmEx”) dealt with a claim for money back in relation to some hotel rooms he paid for with credit it provided.

What happened

All parties are familiar with the facts of this case, so I’ll only briefly set them out here. In May 2025, Mr C used his AmEx credit card to pay £583.12 for four double rooms through a booking agent I’ll refer to as B. The booking was for him (and six other guests) to stay between the first and third of June 2025.

Mr C says that after he and his party checked in and went to their rooms, they noticed that the beds were not standard sized double beds but were small double beds. I understand all the guests were adult males and therefore they felt the beds were not big enough to accommodate all the guests. Mr C tried to cancel and did not make use of the rooms. I understand he paid £602 for everyone to stay at another hotel.

The hotel refused to refund Mr C saying they were non-refundable rooms so Mr C complained to B. B also refused to refund Mr C saying the rooms had been correctly described on its website. Unhappy, Mr C raised a dispute and made a claim with AmEx under Section 75 of the Consumer Credit Act 1974 (Section 75).

AmEx considered Mr C’s claim initially under the AmEx chargeback rules as well as under Section 75. But it said the evidence provided by B showed the rooms were correctly described on its website. It also noted that it couldn’t consider any breach of contract claims against the hotel directly as using B meant there was no debtor – creditor – supplier (DCS) agreement in place to make it liable for any failings of the hotel. After Mr C complained, AmEx issued a final response along the same lines.

Unhappy, Mr C decided to refer his complaint to the Financial Ombudsman. Mr C re-iterated his earlier concerns showing his booking form showed the hotel rooms had a “double bed” and pictures that the beds were in fact small and not standard double beds.

Our investigator looked into things and didn’t recommend the complaint should be upheld. They said that AmEx was likely correct that there was unlikely a DCS agreement in place to consider a claim against the hotel. And it doesn’t look like the beds were in any event incorrectly described so there wasn’t any evidence that Mr C was mis-led about this.

Mr C didn’t agree saying he felt that B updated its description after he booked it to describe the beds as small and he’d booked rooms that were described as double beds. So, he hadn’t been given what he’d paid for and felt entitled to a refund. As the complaint couldn’t be resolved it’s been passed to me for a decision.

What I’ve decided – and why

I’ve considered all the available evidence and arguments to decide what’s fair and

reasonable in the circumstances of this complaint.

Firstly, I'd like to reassure Mr C, that I have considered all his concerns carefully, but I will only be dealing with the most salient parts of the complaint in this decision as I'm required to decide matters quickly and with minimum formality. Our rules allow me to do this.

Whenever a consumer makes a claim for money back from their bank, businesses like AmEx have two potential ways to retrieve money back for consumers. A claim under chargeback and a claim under Section 75. I will initially look at Mr C's claim under the chargeback process.

Chargeback

Under the chargeback process, AmEx is able to ask for a refund directly from B under specific circumstances through the AmEx chargeback scheme. There are various reason codes that can be used. AmEx's role is to ensure the facts and evidence submitted are enough for it to request a refund on Mr C's behalf under a specific reason code.

It's important to note that not all disputes are captured by the chargeback rules. Some disputes simply do not entitle a consumer to request a refund through the chargeback scheme. Common reasons that enable financial businesses to request a refund include goods/services not being provided, not being described accurately or if the merchant doesn't provide a refund in line with the applicable terms and conditions. Based on Mr C's circumstances, AmEx decided to not pursue the chargeback further as it felt his claim didn't have a reasonable prospect of success.

The chargeback rules are prescriptive, and certain conditions need to be met before a request can be made. For a claim for a service not being as described, AmEx would need evidence that the written description of the service did not match what was actually provided. But B provided evidence (in the form of screenshots of its website) that the rooms were described as *"Double room with Small Double Bed"*. Additionally, it showed that Mr C was provided with the cancellation policy prior to booking the rooms which showed the rooms were non-refundable. So, it didn't think the claim had a reasonable prospect of success.

I appreciate why Mr C was so disappointed with the outcome of this claim but based on what I've seen, I don't think AmEx has acted unreasonably or incorrectly. And I don't think Mr C has lost out because of anything AmEx did/did not do in relation to his claim under AmEx's chargeback rules. So, I don't think its response to his complaint was unfair.

Section 75

I understand how disappointed Mr C must feel given he's paid significant sums for a hotel stay and can appreciate how dissatisfied he feels that it didn't match his expectations. But it may be helpful to explain that I need to consider whether AmEx – as a provider of financial services – should have done something different in response to his claim under Section 75. Section 75 is a statutory protection that enables Mr C to make a 'like claim' against AmEx for breach of contract or misrepresentation by a supplier when goods or services were bought using a credit card.

But it's important to note that AmEx isn't B and isn't responsible for everything that might've gone wrong with the hotel stay. AmEx is only liable to offer a remedy if Mr C can establish with evidence that there has been a breach of contract or misrepresentation that it is liable to remedy under Section 75 – not for the hotel not meeting his expectations.

There are certain conditions that need to be met for Section 75 to apply such as financial limits and there being a valid DCS agreement in place. I understand AmEx doesn't feel it can consider a claim regarding the failings of the hotel directly as there isn't a DCS agreement in place. It says this is because Mr C used B as a booking agent, so it could only consider Mr C's claim against B who simply agreed to make the booking which it did do.

Having reviewed everything on file, I don't think the complaint against AmEx for its response to Mr C's claim for breach of contract or misrepresentation should be upheld in any event, so I don't need to delve into this any further.

In order to uphold Mr C's Section 75 claim on the basis that there has been a breach of contract he'd need to show that the merchant breached a term (either express or implied) of the contract. For misrepresentation, Mr C would need to show that B made a false statement of fact or law which induced him into the contract. So, he would need to demonstrate that without that representation, he wouldn't have booked with the hotel. I've taken into account relevant law such as the Consumer Rights Act 2015 in helping me to decide this case.

I can see that Mr C has provided a screenshot of part of his booking confirmation and this does indeed say the room has a *double bed* – but it doesn't show any further details as to the beds size. The screenshot of the confirmation he's submitted, doesn't say for example that it's a standard double bed or UK queen double bed either. It is my understanding that a double room in the UK indicates the room is suitable for two occupants and bed sizes vary from hotel to hotel. Consumers would have to check with the hotel description to ascertain the size of the beds. And the screenshot from B shows that it described the bed as being a *Small Double* – which is what was provided.

B also provided a copy of Mr C's booking form which was sent to him when he made the booking on 23 May 2025, and it provided a detailed breakdown of each room he booked and each room was shown as having a small double bed. For example, room 1 was headed:

“Room 1: Double Room with Small Double Bed”

Each room Mr C booked had the same heading. I understand Mr C believes the website may have been updated since he made his booking to reflect a description that wasn't present at the time he made his booking, so he'd been led to believe the beds were standard sized double beds. But he's provided no evidence to support that allegation. His own booking form at the time of booking contradicts his testimony. The difficulty with Mr C's claim, is that Section 75 is a legal claim and, as mentioned above, the onus to evidence his claim is on Mr C and he hasn't been able to present evidence to show the bed size had been described as standard or bigger than they actually were. I would add, that as set out by B, the website does show the description of the bed as *Small Double* and consumer reviews on the website pre-dating Mr C's booking indicate that the beds were described as small doubles.

Based on the available evidence, I don't think its safe to conclude that the bed sizes were misrepresented to Mr C or that they weren't accurately described. And the description of the bed sizes were not hidden away; it was noted clearly on both the website and Mr C's documentation.

I've also noted that B provided evidence to AmEx that it made the non-refundable nature of the cancelation policy clear prior to Mr C booking the rooms. And each room on the booking form reiterated that each room was non-refundable. So, while Mr C was able to cancel the rooms, he wasn't entitled to a refund due to the cancellation. So, there doesn't seem to be a breach of contract in relation to the cancellation policy either.

Overall, I don't think AmEx acted unfairly in relation to Mr C's chargeback and Section 75 claim. There isn't sufficient evidence to show that either the bed sizes were not accurately described or that the rooms were misrepresented to Mr C or that he was entitled to a refund after cancellation. So, I find no grounds to uphold this complaint and order AmEx to offer him a refund.

I should point out that Mr C doesn't have to accept this decision and if he rejects it, it will not be binding on him or AmEx. He may then be able to pursue the matter by more formal means such as through the courts.

My final decision

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 May 2026.

Asma Begum
Ombudsman